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| RC2 | REQUEST FOR PROPOSALS |
| **REVISION No. 1**  **Revised MAY 5, 2016**  **Judicial Council of California,**  **Human resources division**  **TITLE: Internet-Based Employment Recruitment Software Solution & Maintenance Services**  **RFP NO: HR-TC-2016-04-ML**  **PROPOSALS DUE:**  **May 16, 2016 no later than**  **3:00 p.m. (Pacific time)** |

**1.0 BACKGROUND INFORMATION**

The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system, and includes the superior courts, appellate courts and state supreme court. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law. The Judicial Council is the staff agency for the council and assists both the council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council on behalf of the fifty-eight (58) Superior Courts of California, (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).

1. **DESCRIPTION OF GOODS AND/OR SERVICES**

2.1 The Judicial Council is requesting proposals from highly qualified vendors with expertise in providing an internet-based employment recruitment solution, to individual members of the Purchasing Group on a statewide basis **(as needed per court)**. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.

2.2 The Human Resources departments of the Superior Courts of California are responsible for providing recruiting services for the individual courts. The courts are in need of an internet-based employment recruitment software solution **(as needed per court)** as a means of publicizing job openings and receiving, storing and processing qualified applications. More detailed system criteria can be found in **Attachment 7**: Minimum Employment Recruitment Software Requirements.

2.3 The Judicial Council intends to award one or more Master Agreements (“Master Agreement”), for an initial three (3) year agreement with two (2) one year options to renew. If the Judicial Council elects to extend the term of this Master Agreement, any agreed upon price adjustment (whether an increase or decrease) may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

<http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths>

Consumer Price Index - All Urban Consumers

12-Month Percent Change

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

The vendor or vendors shall supply members of the Purchasing Group throughout California with an unknown quantity of internet-based employment recruitment software solution, including implementation, and support services. The Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. Purchasing decisions will be based on what is in the best interest of the Purchasing Group member.

2.4 After award of a Master Agreement or Master Agreements, requests for implementation of an internet-based employment recruitment solution will be made by the Purchasing Group member through the issuance of a Work Order or Purchase Order. The Work Order or Purchase Order will reference the Master Agreement number and will list and describe all of the requested services. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order or Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

2.5 The Judicial Council may elect to make an award to multiple vendors if it is in the Judicial Council’s best interest to do so. The Judicial Council reserves the right to make only one award, multiple awards or to reject any or all proposals submitted in response to this RFP in whole or in part. The Judicial Council further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

**3.0 TIMELINE FOR THIS RFP**

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued**:** | **April 19, 2016** |
| Deadline for questions | **April 25, 2016**  **at 5:00 p.m. (Pacific Time)** |
| Questions and answers posted *(estimate only)* | **April 29, 2016** |
| Latest date and time proposal may be submitted | **May 16, 2016**  **at 3:00 p.m. (Pacific Time)** |
| Evaluation of **non-cost portion of** proposals *(estimate only)* | **May 17-20, 2016** |
| Product demonstrations *(only as necessary)* | **Week of May 16, 2016** |
| **Non-cost proposals scores posted at** [**www.courts.ca.gov/rfps.htm**](http://www.courts.ca.gov/rfps.htm) ***(estimate only)*** | **May 23, 2016** |
| **Public opening of cost portion of proposals. Notice of time and location will be posted at** [**www.courts.ca.gov/rfps.htm**](http://www.courts.ca.gov/rfps.htm) ***(estimate only)*** | **May 24, 2016** |
| **Evaluation of cost portion of proposals**  ***(estimate only)*** | **May 24-26, 2016** |
| Notice of Intent to Award (*estimate only*) | **May 27, 2016** |
| Negotiations and execution of contract  (*estimate only*) | **May 31-June 10, 2016** |
| Contract start date (*estimate only*) | **July 1, 2016** |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| **Attachment 1:**  Administrative Rules Governing RFPs (IT Goods and Services): | These rules govern this solicitation. |
| **Attachment 2:**  Master Agreement Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign the Judicial Council Master Agreement Form agreement (the “Terms and Conditions”). |
| **Attachment 3:**  Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. |
| **Attachment 4:**  General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| **Attachment 5:**  Small Business Declaration | The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation. |
| **Attachment 6:**  Payee Data Record Form | This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal. |
| **Attachment 7:**  Minimum Employment Recruitment Software Requirements | System requirements document. |
| **Attachment 8:**  Response Template | Vendor completed form summarizing the functionality. |
| **Attachment 9:**  Pricing Sheet | On this form, the Proposer must provide On-line Employment Recruitment Software and Support pricing. |
| **Attachment 10:**  DVBE Declaration | Complete this form only if the Proposer wishes to claim the DVBE inventive associated with this solicitation. |
| **Attachment 11:**  Bidders Declaration | Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation. |
| **Attachment 12:**  Darfur Contracting Act Certification | The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. |
| **Attachment 13:**  Iran Contracting Act Certification | The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |

**5.0 PAYMENT INFORMATION**

See **Attachment 2**: Judicial Council Terms and Conditions.

**6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.

6.2.1 The Proposer must submit **one (1) original and two (2) copies** of the **non-cost portion** of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title, “Technical Proposal”, and number on the outside of the sealed envelope.

6.2.2 The Proposer must submit **one (1) original and two (2) copies** of the **cost portion** of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title “Cost Proposal”, and number on the outside of the sealed envelope.

6.3 The Proposer must also submit an **electronic version** of the entire proposal on USB memory stick/flash drive or CD. The files must be in PDF, Word, or Excel formats. The separate USB memory stick/flash drive or CD should be submitted with the Cost Proposal and not with the Technical Proposal.

6.4 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

**Attn: Nadine McFadden, RFP# HR-TC-2016-04-ML**

Judicial Council of California

Branch Accounting and Procurement | Administrative Division

455 Golden Gate Avenue 6th. Floor

San Francisco, CA 94102

6.5 Late proposals will not be accepted.

6.6 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or e-mail.

**7.0 PROPOSAL CONTENTS**

7.1 **Non-Cost Portion**. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

7.1.1 Contact page that includes:

1. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

1. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
   1. A completed **Attachment 6**: Payee Data Record Form.
   2. A completed **Attachment 8**: Response Template.
   3. Acceptance of the Terms and Conditions.
2. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
3. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

**Note: A material exception to a Minimum Term will render a proposal non-responsive.**

7.5 Certifications, Attachments, and other requirements.

1. The Proposer must complete the General Certifications Form **(Attachment 4)** and submit the completed form with its proposal.
2. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
3. (Conditional) A signed **Attachment 10**, DVBE Declaration Form if proposer seeks the Disabled Veteran Business Enterprise preference.
4. (Conditional) A signed **Attachment 11**, Proposer Declaration Form if proposer seeks the Disabled Veteran Business Enterprise preference.
5. The Proposer must complete the Darfur Contracting Act Certification **(Attachment 12)** and submit the completed certification with its proposal.
6. The Proposer must complete the Iran Contracting Act Certification **(Attachment 13)** and submit the completed certification with its proposal.

7.6 **Optional narrative describing how the Proposer intends to meet project requirements including implementation procedures/methodology and user training plan.**

7.7 **Attachment 7** details the minimum system requirements desired in the recruitment software solution. **Describe additional system options that will be available to the Purchasing Group.**

7.8 **Cost Portion**. The following information must be included in the cost portion of the proposal:

1. **Attachment 9**: Pricing Sheets must be completed and included as part of the RFP response.
2. Vendor pricing must include all anticipated charges, including, but not limited to: cost of materials and product, implementation, training, all applicable taxes, overhead, profit, and cost of providing insurance.
3. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor’s or any subcontractor employee’s wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Vendor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on vendor’s invoice.
4. The vendor’s pricing proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the Judicial Council and members of the Purchasing Group if the Master Agreement is renewed after the initial term

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

**9.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Judicial Council will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

| **CRITERION** | **maximum number of points** |
| --- | --- |
| Ability to provide the features & functionality in **Attachment 7**: Minimum Employment Recruitment Software Requirements | **17** |
| Implementation Methodology | **7** |
| Support Services | **11** |
| Cost/Pricing | **50** |
| Training Services | **7** |
| Acceptance of the Terms and Conditions | **5** |
| (“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers. | **3** |

**10.0 INTERVIEWS**

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

**11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

**Proposals are subject to disclosure pursuant to applicable provisions of the California Public Contract Code and rule 10.500 of the California Rules of Court.** The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

**12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

12.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

12.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 9 above.

12.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

12.4 If Proposer wishes to seek the DVBE incentive:

Proposer must submit with its proposal a DVBE Declaration **(Attachment 10)** completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Proposer must complete and submit with its proposal the Bidder Declaration **(Attachment 11)**. Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

12.6 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

12.7 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

12.8 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

**13.0 SMALL business preference**

13.1 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

13.2 Eligibility for and application of the small business preference is governed by the Judicial Council’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the Judicial Council’s sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

13.3 To receive the small business preference, the Proposer must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

13.4 If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration **(Attachment 5)**. The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

13.5 Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

13.6 If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

**14.0 PROTESTs**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is within 24 hours after the bid due date and time. Protests must be sent to:

**Attn: Protest Hearing Officer, RFP# HR-TC-2016-04-ML**

Judicial Council of California

Branch Accounting and Procurement | Administrative Division

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102-3688